

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-02P-LNY24174
ADDRESS OF PREMISES: 250 Delaware Avenue Buffalo, NY 14202-2014	PDN Number: PS0035023

THIS AGREEMENT, made and entered into this date by and between **DNC 250, Inc.**

whose address is: **100 Corporate Parkway, Suite 500, Amherst, NY 14226**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide for a one time lump sum payment for TI Costs above the previously approved TI costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

1. Pursuant to Lease Section 4.03 Tenant Improvements Price Proposal (SEPT 2013), the Government has reviewed the tenant improvement costs for change orders #72 through #98 which total **\$344,485.90** and has determined that they are fair and reasonable. The change orders are listed on the attached Exhibit A.

Upon completion, inspection and acceptance of the change order work, the Government shall reimburse the Lessor for the tenant improvement change orders as follows: The balance of **\$344,485.90** shall be paid to the Lessor in a one-time, lump-sum payment upon the Lessor's submission of a proper invoice to the Government.

This Lease Amendment contains 3 pages.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 

Name: MICHAEL MONTAÑE

Title: VIC PRESIDENT

Entity Name: DNC 250, INC.

Date: 1/24/18

FOR THE GOVERNMENT:

Signature: 

Name: Mary Nowobilski

Title: Lease Contracting Officer

GSA Public Buildings Service

Date: January 24, 2018

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: Daniel Emmons

Title: Executive Assistant

Date: 1/24/18

The Lessor must submit a properly executed invoice at: <http://www.finance.gsa.gov>.

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Mary Nowobilski, Lease Contracting Officer
130 South Elmwood, Suite 420
Buffalo, NY 14201-2310

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN#: PS0035023


If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The invoices and payments are summarized below and the associated detailed list of scope is included in Exhibit "A" to LA #5.

- Invoice #1 \$ 61,931.66 PDN #PS0035023, RWA #N1514566
- Invoice #2 \$121,036.12 PDN #PS0035023, RWA #N1625947
- Invoice #3 \$161,518.12 PDN #PS0035023, RWA #N1698518

2. The Lessor hereby waives future restoration rights as a result of these improvements.
3. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease, the terms and conditions of this Agreement shall control and govern.

INITIALS:


LESSOR

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GOV'T